

EXHIBIT A

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J. CREW GROUP, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

DANI CALDERON and EVGUENIA
BABAEVA, individually and on behalf of all
other persons similarly situated,

Plaintiffs,

v.

J. CREW GROUP, LLC,

Defendant.

Case No. 5:23-cv-01695-VKD

**DECLARATION OF JAY GOETTELMAHN
IN SUPPORT OF J. CREW GROUP, LLC'S
MOTION TO DISMISS**

[Originally Santa Clara Superior Court Case No.
23CV409957]

EXHIBIT A

1 I, Jay Goettelmann, declare as follows:

2 1. I am employed by J. Crew Group LLC (“J. Crew”) as Senior Director, Digital Engineering.
3 I began working at J. Crew in February of 2019, and my roles and responsibilities have remained
4 essentially the same since I joined the company. In my time working for J. Crew, my title has changed
5 from Director, eCommerce Engineering to Senior Director, Digital Engineering. I am familiar with J.
6 Crew’s front-end website code base, build process, and code repository. In my position, I have access to
7 J. Crew’s records, including sales records, and records describing the development of
8 <https://factory.jcrew.com/> (the “Website”), and records concerning digital communications sent to
9 customers. If called upon as a witness, I could and would competently testify to the matters stated herein.
10 I am submitting this declaration in order to provide the Court with information regarding Plaintiff
11 Evguenia Babaeva’s transaction history with J. Crew.

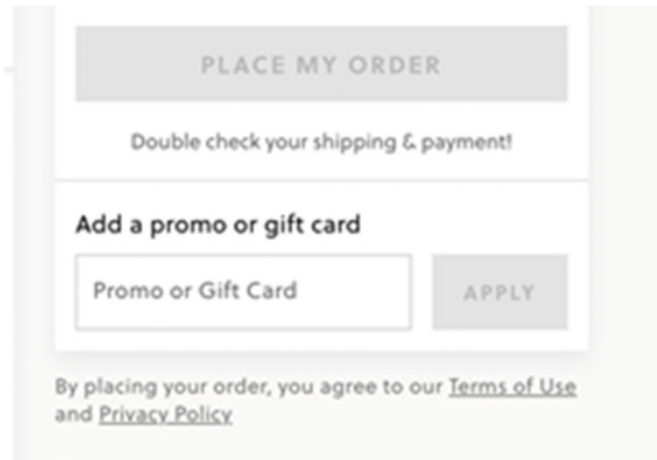
12 2. This declaration is based on my personal knowledge and review of J. Crew’s business
13 records. If later called upon as a witness, I could and would competently testify to the matters stated
14 herein. To the extent this declaration is based upon my review of the business records of J. Crew, those
15 records are kept in the regular course of business, entries are made on those records in a timely manner by
16 people with knowledge of the information being entered, and it is J. Crew’s regular business practice to
17 maintain such records.

18 3. I am aware that J. Crew’s records have been searched for transactions and purchases made
19 by Evguenia Babaeva.

20 4. It is my understanding that the Plaintiff in the present action, Evguenia Babaeva, claims to
21 have purchased the Men’s 5” Flex Khaki Short and the Men’s 7” Flex Khaki Short from the Website.
22 Compl., ¶ 38. J. Crew’s records show that a customer named Evguenia Babaeva purchased these items
23 from the Website on June 1, 2021. Attached as **Exhibit A** is a reproduction of the Website “Order” page,
24 which was created using the code in effect on June 1, 2021 and therefore accurately reflects what the
25 “Order” page looked like when Plaintiff made her purchase on June 1, 2021. Ms. Babaeva could not have
26 completed her June 1, 2021 order without proceeding through this page, which would have shown the
27 products she was purchasing rather than those shown in Exhibit A.

28 ///

1 5. To place an order, customers including Ms. Babaeva would have had to click the “PLACE
2 MY ORDER” button. A true and correct screenshot of the button (i.e., a zoomed-in portion of Exhibit
3 A), as it would have appeared on June 1, 2021, is copied below:



13 6. Below the “Place My Order” button, the page says, “By placing your order, you agree to
14 our Terms of Use and Privacy Policy.” The underlined reference to “Terms of Use” provides a hyperlink
15 to the full Terms of Use.

16 7. If Plaintiff did not agree to the Terms of Use, she could have easily closed this page without
17 completing her purchase.

18 8. I have reviewed a copy of the Terms of Use pulled from the Wayback Machine, available
19 at <https://web.archive.org/web/20201129015332/https://factory.jcrew.com/help/terms-of-use> and
20 attached hereto as **Exhibit B**. Exhibit B accurately reflects how the Terms of Use on the Website appeared
21 at the time of Plaintiff’s June 1, 2021 purchase.

22 9. J. Crew’s records show that on May 31, 2022, a customer named Evguenia Babaeva made
23 an in-store purchase at the J. Crew Factory store in San Jose, California, and enrolled in the J. Crew
24 Loyalty Rewards Program (the “Loyalty Program”). J. Crew’s records show that Ms. Babaeva earned
25 Loyalty Program rewards points in connection with her May 31, 2022 purchase, using the same email
26 address used in connection with the June 1, 2021 purchase above.

27 10. J. Crew’s records reflect that on June 18, 2022, all existing members of the Loyalty
28 Program (which included Ms. Babaeva) received a notice e-mail with the subject line: “Important updates

1 to our Terms & Conditions.” A true and correct screenshot of the June 18, 2022 e-mail is attached hereto
2 as **Exhibit C**.

3 11. This June 18, 2022 email contained a link to the Loyalty Program Terms & Conditions. I
4 have reviewed a copy of the Loyalty Program Terms & Conditions pulled from the Wayback Machine,
5 available at [https://web.archive.org/web/20220619162337/https://www.jcrew.com/l/loyalty-terms-](https://web.archive.org/web/20220619162337/https://www.jcrew.com/l/loyalty-terms-conditions)
6 [conditions](https://web.archive.org/web/20220619162337/https://www.jcrew.com/l/loyalty-terms-conditions) and attached hereto as **Exhibit D**. Exhibit D accurately reflects how the Loyalty Program
7 Terms and Conditions on the Website appeared at the time of the June 18, 2022 e-mail.

8 12. J. Crew’s records reflect that on June 25, 2022, a customer named Evguenia Babaeva made
9 an in-store purchase at the J. Crew Factory store in San Jose, California, using the Loyalty Program
10 account discussed in Paragraph 10 above. J. Crew’s records show that this account earned Loyalty
11 Program rewards points in connection with this purchase.

12 13. J. Crew’s records reflect that on or about August 3, 2022, existing members of the Loyalty
13 Program, which would have included Ms. Babaeva, received a notice e-mail with the subject line: “J.
14 Crew Rewards is now J. Crew Passport.” A true and correct screenshot of this e-mail is attached hereto
15 as **Exhibit E**. The text states: “**See here** for the full updated J. Crew Passport membership program Terms
16 and Conditions, which include changes to the way you redeem your rewards. By continuing to participate
17 in our loyalty program after 8/2/2022, you agree to the updated terms.” The underlined and bolded phrase
18 “**See here**” in the disclosure provides a hyperlink to the full Terms & Conditions for the Loyalty Program
19 as they existed on August 3, 2022.

20 14. I have reviewed a copy of the Loyalty Program Terms & Conditions pulled from the
21 Wayback Machine, available at
22 <https://web.archive.org/web/20220815052238/https://www.jcrew.com/r/feature/pages/july-tc> and
23 attached hereto as **Exhibit F**. Exhibit F accurately reflects how the Loyalty Program Terms and
24 Conditions on the Website appeared at the time of the August 3, 2022 e-mail.

25 15. J. Crew’s records show that in or around August 2022, J. Crew distributed merchandise
26 credit vouchers to Loyalty Program members, which were tied in part to the points they had earned from
27 previous purchases; a \$10 credit voucher was sent to Loyalty Program account discussed in Paragraph 10
28 above.

1 16. J. Crew's records reflect that on September 27, 2022, a customer named Evguenia Babaeva
2 made an in-store purchase at the J. Crew Factory store in San Jose, California, using the Loyalty Program
3 account discussed in Paragraph 10 above. During that transaction, she redeemed the \$10 voucher
4 discussed in Paragraph 16, and earned additional points.

5 17. J. Crew has not received a written notice as set forth in the "Dispute Resolution and
6 Arbitration Agreement" section of the Website's Terms of Use. J. Crew did not learn of Ms. Babaeva's
7 claims as set forth in this action until she filed the present lawsuit.

8 I declare under penalty of perjury under the laws of the United States and the State of California
9 that the foregoing is true and correct.

10
11 Executed this 17th day of May, 2023 in Brooklyn, NY.

12
13 DocuSigned by:

14 *Jay Goettelmann*

15 01A58AD400F4452

16 JAY GOETTELMAANN
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Exhibit A

Ship to

Please add a shipping address

Add

[In-store or curbside pickup at a J.Crew store](#)

Pay with

Please select a payment

Select

Deliver by

Today is Thursday, May 11th




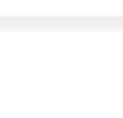


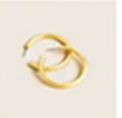


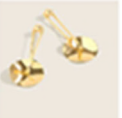






Enter your shipping address for exact delivery dates

☐ 1-3 Business Days
\$25.00 Overnight

☐ 2-3 Business Days
\$15.00 Expedited

☒ 3-6 Business Days
\$5.00 Standard

18 Items



Details

Item Subtotal

\$720.97

Shipping

FREE

Tax

\$0.00

Total

\$720.97

PLACE MY ORDER

Double check your shipping & payment!

Add a promo or gift card

Promo or Gift Card

APPLY

By placing your order, you agree to our [Terms of Use](#) and [Privacy Policy](#)

J.CREW REWARDS as of 5/11/2023, 4:32:47 PM

Only 200 points until your next \$5 Reward



0



200

J

Good news! You'll earn 721 points with this purchase!

Exhibit B

All 10 Days of Very Merry Deals have been revealed!† Check 'em out... [Details](#)

Support

- Order Status
- Find a Store
- Returns & Exchanges
- Shipping Policy
- International Orders
- J.Crew Credit Card
- Gift Cards
- Teacher & Student Discount
- Size Charts
- Contact Us

Terms of Use

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DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, YOUR VISIT TO THE SITE, OR TO ANY PURCHASE, TRANSACTION, RETURN OR OTHER INTERACTION WITH J.CREW (INCLUDING CLAIMS RELATING TO J.CREW'S ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS MESSAGES SENT BY

Company Info

- About J.Crew Factory
- Careers
- Investor Relations
- Terms of Use**
- Privacy Policy
- Cookie Policy

J.CREW, OR J.CREW'S COLLECTION OR USE OF YOUR INFORMATION ("DISPUTE") SHALL BE RESOLVED THROUGH BINDING ARBITRATION, RATHER THAN IN COURT. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS AGREEMENT.

ANY PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST TRY IN GOOD FAITH TO RESOLVE THE DISPUTE BY PROVIDING TO THE OTHER PARTY A WRITTEN NOTICE ("NOTICE") DESCRIBING THE FACTS AND CIRCUMSTANCES OF THE DISPUTE AND THE SPECIFIC RELIEF SOUGHT, AND INCLUDING ANY SUPPORTING DOCUMENTATION. THE NOTICE MUST BE MAILED VIA CERTIFIED OR REGISTERED MAIL TO: J.CREW 770 BROADWAY, NEW YORK, NEW YORK 10003 ATTN: GENERAL COUNSEL, OR TO YOU AT YOUR LAST-USED BILLING ADDRESS OR THE BILLING AND/OR SHIPPING ADDRESS IN YOUR ONLINE PROFILE. IF WE ARE UNABLE TO REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN THIRTY (30) DAYS AFTER THE NOTICE IS RECEIVED, EITHER PARTY MAY COMMENCE ARBITRATION.

ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ('AAA'), ADR.ORG, 1.800.778.7879, AND PURSUANT TO THE THEN APPLICABLE AAA COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, IN PERSON IN THE COUNTY WHERE YOU LIVE, OR AT ANOTHER MUTUALLY AGREED LOCATION. UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS, WITHOUT MERIT OR OTHERWISE NON-REIMBURSEABLE, J.CREW WILL REIMBURSE YOUR REASONABLE ATTORNEY'S FEES AND COSTS FOR CLAIMS TOTALING LESS THAN \$10,000 AND AGREES NOT TO SEEK ATTORNEYS' FEES OR COSTS FROM YOU. (IN DETERMINING WHETHER AN ACTION IS FRIVOLOUS, THE ARBITRATOR MAY CONSIDER WHETHER J.CREW HAS OFFERED YOU A FULL REFUND OF THE SUM YOU PAID FOR ITEMS YOU PURCHASED FROM J.CREW, OR HAS OTHERWISE OFFERED FULL RELIEF TO YOU IN RELATION TO YOUR INDIVIDUAL CLAIM.) IN LIEU OF ARBITRATION, EITHER YOU OR J.CREW MAY ASSERT INDIVIDUAL CLAIMS IN SMALL CLAIMS COURT CONSISTENT WITH THE JURISDICTIONAL AND DOLLAR LIMITS THAT MAY APPLY. THIS SECTION WILL SURVIVE AFTER THE TERMS OF USE TERMINATE OR YOUR USE OF THE SITE ENDS.

IF YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE ANY J.CREW INTELLECTUAL PROPERTY RIGHT (AS DEFINED BELOW), WE MAY BRING SUIT IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THESE COURTS.

CLASS ACTION WAIVER

You and J.Crew agree that any Dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, collective, or representative action. If this class action waiver is found to be void or unenforceable, the Dispute shall be resolved in state or federal court rather than in arbitration. **You further agree that you will not be a member of any putative or actual class in a class action brought by anyone else, nor will you seek to become a class representative. You further agree that in any action you initiate, any relief you seek will be confined to relief on your own behalf.** This section will survive after the

confined to relief on your own behalf. This section will survive after the Terms of Use terminate or your use of the Site ends.

governing law

By visiting this Site, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, **without giving effect to any conflict of law provisions**, shall govern any proceeding that occurs in arbitration. In the event any claim is found not to be arbitrable, normal choice-of-law rules shall apply to any proceeding brought in state or federal court.

prohibited uses

The Site may be used only for lawful purposes and is available only for your personal, noncommercial use, which shall be limited to viewing the Site, purchasing products, providing information to the Site and downloading product information for your personal review. You are responsible for your own communications, including the transmission, posting and uploading of information, and are responsible for the consequences of such communications to the Site. J.Crew specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- Posting any information which is incomplete, false, inaccurate or not your own
- Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation, or that would fail to comply with accepted Internet protocol
- Communicating, transmitting or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it
- Communicating, transmitting or posting material that reveals trade secrets, unless you own them or have the permission of the owner
- Communicating, transmitting or posting material that infringes on any other intellectual property, privacy or publicity right of another
- Communicating, transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of any applicable export control laws
- Attempting to interfere in any way with the Site's or J.Crew's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system
- Communicating, transmitting or posting material that is in violation of applicable laws or regulations
- Using the Site to harass, disrupt, or unlawfully interfere with J.Crew business interests

limits on purchases

In an effort to enhance your shopping experience and give as many customers as possible the opportunity to purchase our merchandise, we may place limits on purchases and we do not authorize the purchase of commercial quantities of our merchandise. We also may, among other things, restrict orders placed by or under the same customer account, the same credit card and/or orders that use the same billing and/or shipping address. We reserve the right to limit, cancel or prohibit orders that, in our judgment, appear to be placed in violation of this policy. We further reserve the right to cease doing business with customers who violate this policy. We may modify this policy at any time without prior notice. This policy applies to all purchases of J.Crew merchandise, including, but not limited to, all

all purchases of J.Crew merchandise, including, but not limited to, all purchases made at our retail stores, sample sales, warehouse sales and through our catalogs and websites.

security rules

Violations of system or network security may result in civil or criminal liability. J.Crew investigates violations and may involve, and cooperate with, law enforcement authorities in prosecuting any user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- Accessing data not intended for you or logging on to a J.Crew server or account that you are not authorized to access
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt)
- Attempting to interfere or interfering with the operation of our Site, our provision of services to any other visitors to our Site and our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "email bombing" or "crashing" the Site
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting to our Site

international use

We control and operate the Site from the United States, and all information is processed within the United States. We do not represent that materials on the Site are appropriate or available for use in other locations. Please refer to the International Orders page on the Site for more information. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site.

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product and pricing information

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user content and material

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on the Site, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram, Twitter, Facebook, Tumblr and Pinterest, which are tagged with #JCREW or any other J.Crew promoted hashtag (collectively "User Content") shall be deemed nonconfidential and nonproprietary. By submitting or posting any User Content, you grant to J.Crew and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that may be used in connection with the User Content. J.Crew will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information. J.Crew

shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. J.Crew retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on the Site, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are 18 years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by J.Crew, you will furnish J.Crew any documentation, substantiation or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold J.Crew and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

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J.CREW HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST J.CREW FOR SUCH REMOVAL AND/OR DELETION. J.CREW IS NOT RESPONSIBLE OR

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copyright complaints

J.Crew respects the intellectual property of others, and we ask our users and visitors to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide J.Crew's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. § 512 ("DMCA"). Please be advised that to be effective, the Notice must include ALL of the following:

- a. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material;
- d. information reasonably sufficient to permit us to contact the complaining party;
- e. a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- f. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement and counter-notices should be directed to:

By mail:
J. Crew Group, LLC.
Attn: General Counsel
770 Broadway
New York, NY 10003

By email:
generalcounsel@jcrew.com

(For both mail and email notices, please include "Notice of Infringement" in the subject line.)

Upon receipt of notices complying with the DMCA, J.Crew will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

We may give you notice that we have removed or disabled access to certain content or material. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- a. your physical or electronic signature;
- b. identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- c. statement from you under the penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- d. your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a U.S. Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which J.Crew may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING J.CREW ABOUT INFRINGEMENTS OF COPYRIGHTED MATERIAL. ALL OTHER INQUIRIES, SUCH AS PRODUCT- OR SERVICE-RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

privacy policy

Notwithstanding anything else to the contrary contained in these Terms of Use, J.Crew's use of any personally identifiable information (name, etc.) you provide via the Site shall be governed by our Privacy Policy. For further information regarding J.Crew's protection of your personal information, please refer to our [Privacy Policy](#) page.

disclaimers and limitation of liability

J.Crew publishes information on its Site as a convenience to its visitors. While J.Crew attempts to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site at any time without notice. The J.Crew products described on the Site may not be available in your region. J.Crew does not claim that the information on the Site is appropriate to your jurisdiction or that the products described on its Site will be available for purchase in all jurisdictions.

You assume all responsibility and risk with respect to your use of the Site, which is provided "AS IS." J.CREW DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, FUNCTIONS AND SERVICES PROVIDED ON THE SITE, WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS OR CONTENT OF INFORMATION, UNINTERRUPTED ACCESS AND ANY WARRANTIES OF TITLE, NON-

INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. J.CREW DOES NOT WARRANT THAT THE SITE OR ITS FUNCTION OR THE CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. J.CREW MAKES NO WARRANTY THAT THE SITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

J.Crew makes no warranties of any kind regarding any non-J.Crew sites to which you may be directed or hyperlinked from this Site. Hyperlinks are included solely for your convenience, and J.Crew makes no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-J.Crew sites. J.Crew does not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site.

IN NO EVENT SHALL J.CREW, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE SITE OR THE CONTENT AND MATERIALS OR FUNCTIONALITY ON OR ACCESSED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF J.CREW OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATION OR EXCLUSION OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

With the exception of disclaimers and limitations related to warranties, the disclaimers and limitations of liability set forth shall not apply to use of the Site or products purchased through the Site from the State of New Jersey.

indemnity

You agree to defend, indemnify and hold J.Crew, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Site, your violation of the Terms or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third-party proprietary right.

governing law and disputes

These Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions. Any dispute relating in any way to these Terms, your visit to the Site, or to any purchase, return or other transaction with J.Crew shall be submitted to confidential arbitration in New York, New York. However, if you have in any manner violated or threatened to violate any J.Crew Intellectual Property right, we may seek injunctive or other appropriate relief in any state or federal court in the state of New York. You consent to exclusive jurisdiction and venue in these courts. Any arbitration under this agreement and these Terms shall be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

general information

These Terms constitute the entire agreement between you and J.Crew and govern your use of the Site, and they supersede any prior agreements between you and J.Crew. You also may be subject to additional terms and conditions that are applicable to certain parts of the Site. J.Crew may terminate this Agreement and deny you access to the Site at any time, immediately and without notice, if in J.Crew's sole discretion you fail to comply with any provision of these Terms.

You agree that no joint venture, partnership, employment or agency relationship exists between J.Crew and you as a result of this Agreement or your use of the Site.

Any claim or cause of action you may have with respect to J.Crew or the Site must be commenced within one (1) year after the claim or cause of action arose.

The failure of J.Crew to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The invalidity of any term, condition or provision in these Terms shall not affect the enforceability of those portions of the Terms deemed enforceable by applicable courts of law.

You may not assign the Terms or any of your rights or obligations under the Terms without J.Crew's express written consent. The Terms inure to the benefit of J.Crew's successors, assigns, affiliates and licensees. The section titles in these Terms are for convenience only and have no legal or contractual effect.

To contact us with any questions or concerns in connection with these Terms or the Site, or to provide any notice under these Terms to us, please refer to our [Contact Us](#) page.

Last Updated October 14, 2020

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Exhibit C

Subject Line: Important updates to our Terms & Conditions

J.CREW

Hi -,

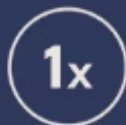
We've been working on something *exciting* and wanted you to be among the *first* to know...

A *new* world of rewards is coming!

With that, we've also made some updates to our Terms & Conditions.

[Learn more](#)

YOU'LL STILL HAVE ACCESS TO ALL THESE AMAZING BENEFITS:



Points earned on every purchase

Plus, a \$5 reward for every 200 points earned.*



Free standard shipping at jcrew.com**

On every purchase, 24/7, 365 days a year.



Exclusive access

To sales, offers and so much more!

As for the *new* perks you
have to look forward to?

WE CAN'T WAIT TO SHARE THEM SOON...

P.S. In the meantime, you can still earn
points and redeem rewards with your
existing J.Crew Rewards account.

[Sign in](#) [Shop now](#)

*Must be enrolled in the J.Crew Rewards Program. A valid email is required. To update email address, please visit [jcrew.com](#). J.Crew Rewards members earn 1 point per \$1 spent.

**Limited to orders shipping to the continental U.S. and U.S. P.O. boxes via standard shipping (3 to 6 business days). Free shipping and handling valid on purchases made at [jcrew.com](#). Offer not valid in stores; at [jcrewfactory.com](#); or on phone orders. Offer cannot be applied to previous purchases and cannot be redeemed for cash. Return requests must be made in accordance with our return policy. Terms are subject to change. Offer is available to all J.Crew Rewards members.

[View as webpage](#)

Please add jcrew@mail.jcrew.com to your address book to ensure our emails reach your inbox.

To unsubscribe from all future emails, please click [here](#).

We want you to hear about what's just right for you. Update your email preferences [here](#).

This email may be considered an advertising or promotional message.

J.Crew Customer Relations | One Ivy Crescent Lynchburg, VA, 24513-1001

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Exhibit D

Terms and Conditions for the J.Crew Rewards Loyalty Program

Last Updated: October 14, 2020

Membership

The J.Crew Rewards customer loyalty program ("the Program") is offered by J.Crew Group, LLC. ("Company") to customers making purchases at J.Crew, J.Crew Factory or J.Crew Mercantile stores (collectively "Stores") and their online sales channels (collectively "Websites"). Company will extend certain perks and privileges as described in more detail below, and additional offers that may be extended from time to time. These terms and conditions (hereinafter "Terms and Conditions") form the agreement (the "Agreement") between you ("Member" or "you") and Company with respect to the Program. When accessing the Program or the Websites, you are also subject to the applicable Website terms of use, including the J.Crew Website [Terms of Use](#). To the extent there are conflicts between this Agreement and any Website terms of use, this Agreement will control.

These Terms and Conditions are separate and independent from the J.Crew Credit Card Account Agreement (the "Account Agreement"), which governs the use of the J.Crew Credit Card (the "Card"). In the event of any conflict between these Terms and Conditions and the Account Agreement, these Terms and Conditions will control in any matter relating to the Program.

Members' Acceptance of Terms

By participating in the Program, Member agrees to the terms and conditions, rules, regulations, policies and procedures of the Program, including these Terms and Conditions and the provisions below dealing with mandatory arbitration of all disputes on an individual (i.e., non-class action) basis. Each Member is responsible for remaining knowledgeable about the Program Terms and Conditions. Company reserves the right to disqualify Members who have violated any of the Program Terms and Conditions.

Company's Right to Change/Cancel Program and/or Terms

Company may, at its discretion, alter, limit or modify the Program structure or any other feature of the Program. Company reserves the right to change or modify these Terms and Conditions or terminate the Program at any time, for any reason, without prior notice. Company will post any additional Program details and updates to Program (including these Terms and Conditions) here and then update the "Last Updated" date above. Company may also email you about any such changes. Your continued participation in the Program will confirm your acceptance of such changes.

Membership Eligibility

Program is open to U.S. residents at least 18 years of age within the 50 United States and District of Columbia. It is free to join as a Member (no initial purchase is required to do so). Membership is limited to individuals only and is limited to one account per individual. Membership will not be available to corporations, businesses, charities, partnerships, enterprises or anyone other than an individual, unless written approval is received in advance from Company, in its discretion.

Membership Enrollment

Individuals can enroll by creating an account in a Store or at jcrew.com or jcrewfactory.com. Member must provide complete and accurate enrollment information. Individuals who have an existing account with jcrew.com or jcrewfactory.com or a profile with Stores before the launch of the Program are automatically enrolled, and participation in the Program will constitute agreement to these Terms and Conditions. J.Crew Credit Card holders will not be automatically enrolled and must register for the Program or already have an existing account with jcrew.com or jcrewfactory.com or a profile with Stores in order to receive Program benefits. Company reserves the right to refuse membership to any customer who does not follow the enrollment procedures. Company may choose to offer sign-up incentives and enrollment promotions from time to time. Member should promptly advise Company of any changes to their personal account contact information, such as name, address, telephone number(s) and/or email address, by visiting [My Details](#) and updating their Member account.

Program Communications

Unless Member has opted out of receiving marketing communications, Company will communicate with Members about marketing via mail, email, and other channels, including about special Member promotions, offers and more. Company will also use these channels to notify Member when they are eligible for a reward, communicate Program changes and more at Company's discretion. Please note that even if you opt out of receiving marketing or promotional communications, Company may continue to send you non-marketing or non-promotional emails, such as those about your account or our ongoing business relations.

Data Privacy

See [Privacy Policy](#) for information about Company's privacy policy.

Earning Points

Members will receive rewards points ("Points") on their Member account through Eligible Purchases (defined below) and participation in other special programs and promotional offers that may be announced by Company or its third-party partners from time to time. Additional terms, requirements and details for earning Points follow.

- **Eligible Purchases:** Purchases of merchandise and/or services (after promotional offers have been applied, before taxes and shipping charges have been applied and minus returns, refunds or credit adjustments, rounded to the nearest dollar) made at any Store in the United States or online at a Website and shipping to the continental U.S. and U.S. P.O. Boxes ("Eligible Purchases") count toward Member's Point accrual.
 - As of the "Last Updated" date specified above, Members using their J.Crew Credit Card will receive two Points for each one dollar (\$1 USD) of Eligible Purchases at Stores or Websites so long as their Credit Card account ("Account") is in Good Standing. "Good Standing" means (1) your Account is open to new charges and not over your credit limit, (2) your Account is not more than 60 days past due or otherwise in default, (3) your Card is not flagged as lost, stolen, or fraudulent according to the Bank's records, (4) your Account is not in a hardship or workout program, and (5) you are not subject to a credit counseling arrangement relating to your Account. J.Crew Credit Card purchases are also subject to the J.Crew Credit Card terms and conditions which can be found at <https://c.comenity.net/jcrew/pub/Home.xhtml>.
 - Members using any form of tender other than a J.Crew Credit Card will receive one Point for each one dollar (\$1 USD) of Eligible Purchases at Stores or Websites (in all instances, number of points earned subject to change; check back here for details).
- **Exclusions from Eligible Purchases:** Points will not be awarded on unauthorized or fraudulent purchases. The amount of a purchase made with gift cards or rewards as method of payment will not be applied to Member Point accrual. Points will not be awarded if, in Company's reasonable opinion, the merchandise or services purchased will be used for resale or commercial use and any Points awarded on such purchases will be forfeited.
- **Email Address:** A current, valid email address is required for a Member to be able to participate and receive Points in connection with the Program. Member must notify Company of change of email address by updating Member account information online.
- **Identification at Transaction:** Members must identify themselves with their applicable Member account email address to receive credit for Eligible Purchases made at participating Stores and Websites. Specifically, Member must provide the email associated with his/her Membership to the cashier at a participating Store or sign into their online account before checkout for online transactions on a Website in order to receive spend credit and/or benefits.
- **Processing of Points:** Points accumulated through Eligible Purchases will be processed and awarded to the Member's account 30-45 days after purchase.
- **Promotional Offers:** Other special programs and promotional offers for earning Points may be made by Company, its agents or third-party partners from time to time in Company's discretion. Such offers will also be subject to the terms and conditions specified in the promotional offer.
- **J.Crew Credit Card Authorized Users:** Points accrued by a Member who is an authorized user of a J.Crew Credit Card Account will be applied to the individual Member's account.
- **Point Balance:** Members may view their Point balance at any time by visiting their Member account page.

Returns

Merchandise returns must be made in accordance with Company's return policy available at [J.Crew Returns & Exchanges](#) or [Factory Returns & Exchanges](#). Upon the return of an item accepted by Company, the spend amount and Points applied to Member account for the original purchase will be deducted from that Member's account as the Points are forfeited with the returned merchandise.

Program Benefits and Details

In addition to any other requirement and/or limitation that may be communicated to Members at the time a benefit is offered, the following will apply:

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Free Standard Shipping

Free shipping valid at jcrew.com on orders shipping to the continental U.S. and U.S. P.O. Boxes only. Members not using a J.Crew Credit Card must be signed into their J.Crew Rewards account at the time of purchase. Offer cannot be applied to previous purchases and cannot be redeemed for cash. Free shipping will be automatically applied at checkout. See jcrew.com for full shipping details. Terms of offer are subject to change.

Redeeming Points

Points will accumulate toward rewards, the means by which will be described in these Terms and Conditions and/or related promotional offers. Once 200 Points are earned, Member may redeem such Points for rewards when purchasing items and/or services either (1) at a Store by giving the Company associate your Member account email address and requesting redemption or (2) online at a Website by selecting the Rewards box at checkout. If Member elects to redeem their rewards, the applicable Points will be converted into redemption dollars and the value of the redemption dollars will be deducted from the total price of the Member's purchase of items from a Store or a Website. Earned Points are converted into redemption dollars as follows: 200 points = \$5 reward.

Redemption dollars will not be paid out in cash or store credit. Company may, at any time and without notice, change the Points earning and redemptions procedures and offerings, including the conversion rate between Points and redemption dollars.

Rewards may only be redeemed once. In the event of a return of merchandise purchased using a reward, the reward will be forfeited.

To the extent allowed by applicable law, we may cancel any accumulated Points if we become insolvent, unable to pay our debts when due, file an action under the U.S. Bankruptcy Code or have such an action filed against us.

Expiration of Points

Points will expire twelve (12) months after issuance on a rolling basis.

Right to Revoke

Company reserves the right to revoke the membership of any Member in the Program and/or revoke any or all benefits the Member may be entitled to, if in the sole opinion of Company, a Member abuses any of the Program privileges, fraudulently uses the Program, fails to comply with these Terms and Conditions or otherwise earns benefits through deception, forgery and/or fraud. In the event that Company cancels your membership or terminates the Program for any reason, all Points, rewards or other benefits earned on your Member account will be forfeited.

No Transfer

Program benefits or Member accounts may not be merged, transferred, purchased, sold, assigned, auctioned or traded, including by death or as part of a domestic relations matter. Doing so will void the Member account. Program Points, rewards and/or benefits have no cash value, are not exchangeable for cash and may not be used as payment of any outstanding obligation to Comenity Bank or its affiliates.

Taxes

Member is responsible and liable for any applicable federal, state or local income, sales, use or other taxes which may result from Member's participation in the Program.

Governing Law

These Terms and Conditions, the relationship between you and the Company, and Company's J.Crew Rewards Program, shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions.

MANDATORY ARBITRATION OF ALL DISPUTES. NO CLASS ACTIONS.

ANY DISPUTE RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR COMPANY'S J.CREW REWARDS LOYALTY PROGRAM, INCLUDING CLAIMS BASED ON STATE OR FEDERAL STATUTES, SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN NEW YORK, NEW YORK. SUCH PROCEEDINGS SHALL BE CONDUCTED UNDER THE PREVAILING RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. UNDER THIS AGREEMENT, COMPANY AND MEMBER UNDERSTAND AND AGREE THAT THEY ARE GIVING UP THEIR RIGHT TO A COURT OR JURY TRIAL. COMPANY AND MEMBER FURTHER AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THIS PROVISION SHALL NOT APPLY IF MEMBER HAS IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE ANY COMPANY INTELLECTUAL PROPERTY RIGHTS, IN WHICH CASE COMPANY MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. MEMBER CONSENTS TO EXCLUSIVE JURISDICTION AND VENUE IN THESE COURTS.

Limitation on Damages

To the fullest extent permissible under applicable law, Company is not responsible or liable for any direct, indirect, incidental, consequential or any other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way, directly or indirectly, to Members' participation in the Program. This applies even if foreseeable or even if Company has been advised of the possibility of such damages. In New Jersey, this limitation applies only to claims based on breach of warranty.

Unless otherwise required by law or Comenity agreements with you, neither Comenity Bank, nor any of Comenity's or its affiliates, officers, directors, employees, service providers, or agents will be liable to you, or anyone making a claim on your behalf, in connection with (a) any termination of, change in, or suspension of the Program; (b) any claim relating to products purchased using any reward obtained through the Program; (c) any loss, damage, expense or inconvenience caused by any occurrence outside of Comenity's control; or (d) any taxes that you incur as a result of receiving or redeeming Points.

No Warranties. Comenity Bank does not: (a) endorse rewards or products or services purchased from Company using rewards; (b) make any express or implied warranty regarding rewards or products or services purchased from Company; (c) guarantee the performance of rewards or products or services purchased from Company; or (d) offer, operate or control rewards offered through this Program.

Intellectual Property

All Program design, text, graphics, logos, images, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "Company Intellectual Property") are owned by Company and may be registered in the United States and internationally.

Questions

For all questions about the Program or your Member account, please contact us at 1-800-562-0258 or contactus@jcrew.com.

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Exhibit E

Subject Line: J.Crew Rewards is now J.Crew Passport



Introducing

J.CREW PASSPORT

Your access to *exclusive* perks,
points and free shipping.

We've officially upgraded our loyalty program with *more* levels, *more* benefits and *more* surprises. [See here](#) for the full updated J.Crew Passport membership program Terms and Conditions, which include changes to the way you redeem your rewards. By continuing to participate in our loyalty program after 8/2/2022, you agree to the updated terms.

Explore and learn more

Your J.Crew Passport color
is **Green**, which gets you:



Free standard
shipping at
jcrew.com*



A \$10 birthday
offer**



Early access
to sales and
new arrivals

The more you shop,
the closer you get to new
levels of access...

[Find our benefits breakdown by tier](#)

[Shop to earn more](#)

Sign up for texts!

Be the first to know about new arrivals,
special offers and more...

Just text HEYCREW to JCREW (52739) to sign up.[§]

New Arrivals

[Women](#)

[Men](#)

[Girls](#)

[Boys](#)

We're at your service...



Virtual shopping
appointments



In-store shopping
appointments



In-store
services



Find your
store

Follow us

@jcrew @jcrewmens @crewcuts
for more outfit ideas and exclusives!

*Limited to orders shipping to the continental U.S. and U.S. P.O. boxes via standard shipping (3 to 6 business days) for J.Crew Passport members in the Green access and Navy access tiers, and via expedited shipping (2 to 3 business days) for J.Crew Passport members in the Gold access tier. Shipping offers available for orders at jcrew.com. Offer not valid in stores or on phone orders. Offer cannot be applied to previous purchases and cannot be redeemed for cash. Return requests must be made in accordance with our return policy. Terms are subject to change.

**\$10 discount valid on a purchase of \$10 or more, before shipping, handling and taxes are added. Offer not valid on phone orders. This offer cannot be applied to previous purchases or the purchase of gift cards. Exclusions apply. Not valid on all Garments for Good, third-party branded items and Collection items.

§By signing up via text, you agree to receive recurring automated promotional text messages from J.Crew at the cell number used when signing up. Consent is not a condition of any purchase. Reply HELP for help and reply STOP to cancel. Msg frequency varies. Msg and data rates may apply. View SMS [terms](#) and [Privacy Policy](#). California consumers, see our notice of [financial incentives](#).

View as [webpage](#)

Please add jcrew@mail.jcrew.com to your address book to ensure our emails reach your inbox.

To unsubscribe from all future marketing/promotional emails, please click [here](#).


We want you to hear about what's just right for you. Update your email preferences [here](#).

This email may be considered an advertising or promotional message.

J.Crew Customer Relations | One Ivy Crescent Lynchburg, VA, 24513-1001

Exhibit F

UP TO 50% OFF DRESSES & MORE WEAR-NOW STYLES. PRICES AS MARKED. *

J.CREW New Women Men Kids Swim Cashmere Home Stories Sale 

< Students & teachers get 20% off for a limited time. * > SEE ALL OFFERS (6)

Terms and Conditions for the J.Crew Passport Membership Program

Last Updated: August 2, 2022

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION PROVISION. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL.

For information about how Company collects, uses, shares, and otherwise processes information about Members, please see our [Privacy Policy](#). If you are a resident of California, see our [Notice of Financial Incentives](#). For the most up-to-date terms, please visit <https://www.jcrew.com/loyalty-terms-conditions>

MEMBERSHIP

The J.Crew Rewards customer loyalty program ("the Program") is offered by J.Crew Group, LLC. ("Company" or "Us") to customers making purchases at J.Crew or J.Crew Factory (collectively "Stores") and their online sales channels (collectively "Websites"). Company will extend certain perks and privileges as described in more detail below, and additional offers that may be extended from time to time. These terms and conditions (hereinafter "Terms and Conditions") form the agreement (the "Agreement") between you ("Member" or "you") and Company with respect to the Program. When accessing the Program or the Websites, you are also subject to the applicable Website terms of use, including the J.Crew Website Terms of Use. To the extent there are conflicts between this Agreement and any Website terms of use, this Agreement will control.

These Terms and Conditions are separate and independent from the J.Crew Credit Card Account Agreement (the "Account Agreement"), which governs the use of the J.Crew Credit Card (the "Card"). In the event of any conflict between these Terms and Conditions and the Account Agreement, these Terms and Conditions will control in any matter relating to the Program.

MEMBERS' ACCEPTANCE OF TERMS

By participating in the Program, Member agrees to the terms and conditions, rules, regulations, policies and procedures of the Program, including, without limitation, these Terms and Conditions and the provisions below dealing with mandatory arbitration of all disputes on an individual (i.e., non-class action) basis. Each Member is responsible for remaining knowledgeable about the Program Terms and Conditions. Company reserves the right to disqualify Members who have violated any of the Program Terms and Conditions.

COMPANY'S RIGHT TO CHANGE/CANCEL PROGRAM AND/OR TERMS

Company may, at its discretion, alter, limit or modify the Program structure or any other feature of the Program, including but not limited to the tiers, Rewards (defined below) or other benefits under the Program; how Points (defined below), Rewards or other benefits are earned, calculated or redeemed; or the expiration date of Points or Rewards. Company reserves the right to change or modify these Terms and Conditions or terminate the Program at any time, for any reason, without prior notice. Company will post any additional Program details and updates to Program (including these Terms and Conditions) here and then update the "Last Updated" date above. Company may also email you about any such changes. Your continued participation in the Program will confirm your acceptance of such changes.

MEMBERSHIP ELIGIBILITY

Program is open to U.S. residents at least 18 years of age within the 50 United States and District of Columbia. It is free to join as a Member (no initial purchase is required to do so). Membership is limited to individuals only and is limited to one account per individual. Membership will not be available to corporations, businesses, charities, partnerships, enterprises or anyone other than an individual, unless written approval is received in advance from Company, in its discretion.

MEMBERSHIP ENROLLMENT

Individuals can enroll by creating an account in a Store or at jcrew.com or jcrewfactory.com. Member must provide complete and accurate enrollment information. Participating in the Program will constitute agreement to these terms and conditions. Company reserves the right to refuse membership to any customer who does not follow the enrollment procedures. Company may choose to offer sign-up incentives and enrollment promotions from time to time. Member may advise Company of any changes to their personal account contact information, such as name, address, telephone number(s) and/or email address, by visiting My Details and updating their Member account. J.Crew Credit Card holders will not be automatically enrolled and must register for the Program or already have an existing account with jcrew.com or jcrewfactory.com or a profile with Stores in order to receive Program benefits.

PROGRAM COMMUNICATIONS

Unless Member has opted out of receiving marketing communications, Company may (at its option) communicate with Members about marketing via mail, email, and other channels, including about special Member promotions, offers and more. Company may also use these channels to communicate Member tier status, notify Member when they are eligible for a benefit or Reward (defined below), communicate Program changes and more at Company's discretion. Please note that even if you opt out of receiving marketing or promotional communications, Company may continue to send you non-marketing or non-promotional emails, such as those about your account or our ongoing business relations.

EARNING POINTS

Members will receive rewards points ("Points") on their Member account through Eligible Purchases (defined below) and participation in other special programs and promotional offers that may be announced by Company or its third-party partners from time to time. Additional terms, requirements and details for earning Points follow.

Eligible Purchases: Purchases of merchandise and/or services (after promotional offers have been applied, before taxes and shipping charges have been applied and minus returns, refunds or credit adjustments, rounded to the nearest dollar) made at any Store in the United States or online at a Website and shipping to the continental U.S. and U.S. P.O. Boxes ("Eligible Purchases") count toward Member's Point accrual and tier status. Eligible Purchases must be made while linked to Member's J.Crew account.

As of the "Last Updated" date specified above, Members using their J.Crew Credit Card will receive two Points for each one dollar (\$1 USD) of Eligible Purchases at Stores or Websites so long as their Credit Card account ("Account") is in Good Standing. "Good Standing" means (1) your Account is open to new charges and not over your credit limit, (2) your Account is not more than 60 days past due or otherwise in default, (3) your Card is not flagged as lost, stolen, or fraudulent according to the Bank's records, (4) your Account is not in a hardship or workout program, and (5) you are not subject to a credit counseling arrangement relating to your Account. J.Crew Credit Card purchases are also subject to the J.Crew Credit Card terms and conditions which can be found at <https://c.comenity.net/jcrew/pub/Home.xhtml>. Members using any form of tender other than a J.Crew Credit Card will receive one Point for each one dollar (\$1 USD) of Eligible Purchases at Stores or Websites (in all instances, number of points earned subject to change; check back here for details). Use of gift cards and Rewards will not result in Points.

Exclusions from Eligible Purchases: Points will not be awarded on unauthorized or fraudulent purchases. The amount of a purchase made with gift cards, Rewards, and/or free benefits under the Program as method of payment will not be applied to Member Point accrual or tier earnings. Points will not be awarded if, in Company's reasonable opinion, the merchandise or services purchased will be used for resale or commercial use and any Points awarded on such purchases will be forfeited. Additional items may be excluded from Point, tier, and Rewards accumulation at the sole discretion of Company.

Email Address: A current, valid email address is required for a Member to be able to participate and receive Points in connection with the Program.

Identification at Transaction: Members must identify themselves with their applicable Member account email address to receive credit and/or perks and privileges for Eligible Purchases made at participating Stores and Websites. Specifically, Member must provide the email associated with his/her Membership to the cashier at a participating Store or sign into their online account before checkout for online transactions on a Website in order to receive spend credit and/or benefits.

Processing of Points: Points accumulated through Eligible Purchases will be processed and awarded to the Member's account 30-45 days after (i) in-store purchase or (ii) the jcrew.com or jcrewfactory.com ship date.

Promotional Offers: Other special programs and promotional offers for earning Points may be made by Company, its agents or third-party partners from time to time in Company's discretion. Such offers will also be subject to the terms and conditions specified in the promotional offer.

J.Crew Credit Card Authorized Users: Points accrued by a Member who is an authorized user of a J.Crew Credit Card Account will be applied to the individual Member's account.

Point Balance: Members may view their Point balance at any time by visiting their Member account page.

RETURNS

Merchandise returns must be made in accordance with Company's return policy available at J.Crew Returns & Exchanges or Factory Returns & Exchanges. Upon the return of an item accepted by Company, the spend amount and Points applied to Member account for the purchase will be deducted from that Member's account as the Points are forfeited with the returned merchandise. For purchases made by redeeming Rewards, if the merchandise is returned, the Rewards will be forfeited.

TIER STATUS

Following initial tier placement, Program tier status is based on Member's total spend on Eligible Purchases (which exclude gift card/Rewards) during the preceding calendar year, between January 1 and December 31. Following the conclusion of that qualifying calendar year, Member tier status will be valid for the next calendar benefit year after qualification. Annual tier assignments occur in January of each year. Members will be upgraded during the benefit year if their qualifying spend exceeds their tier threshold. Members should allow 30-45 days for purchases to process before Member is placed into a different loyalty tier. Any member with an open J.Crew Credit Card account will be automatically upgraded from the Green Access tier to Navy Access tier, regardless of the amount of total spend (no upgrades are given from Navy Access tier to Gold Access tier; the J.Crew Credit Card must remain open during the applicable calendar year to keep the upgraded tier status). A summary of the tiers and benefits follows:

Benefits	Green Access tier	Navy Access tier	Gold Access tier
Customer Spend Required (Calendar Year)	Free to join	Spend \$500+	Spend \$1,000+
Shipping (J.Crew.com Only)	Free standard	Free standard	Free expedited
Birthday Offer	\$10 offer	\$15 offer	\$20 offer
Early Exclusive Access	•	•	•
Points and Rewards	•	•	•
Bonus Points for Cashmere		2x	3x
Bonus Points Days		2x	3x
Free Monogramming/Personalization		•	•
Invitations to Special Events		•	•

PROGRAM BENEFITS AND DETAILS

In addition to any other requirement and/or limitation that may be communicated to Members at the time a benefit is offered, the following will apply (provided the current advertised tier requirements are met):

- **Birthday Offer**

Members must have a valid birthday on file with Member's registered J.Crew customer account at least one week before birthdate and be opted in to receive marketing communications. Additional terms and conditions may apply.

- **Free Standard Shipping**

Free shipping valid at jcrew.com on orders shipping to the continental U.S. and U.S. P.O. Boxes only. Members not using a J.Crew Credit Card must be signed into their J.Crew Rewards account at the time of purchase. Offer cannot be applied to previous purchases and cannot be redeemed for cash. Free shipping will be automatically applied at checkout. See jcrew.com for full shipping

details. Terms of offer are subject to change.

- **Bonus Points**

Members in the specified tiers may receive bonus Points on certain days based on your tier at time of purchase (one or two incremental Points per dollar spent). Bonus Points on purchases of cashmere will also be received based on your tier at time of purchase (one or two incremental Points per dollar spent). Such bonus Points offers will also be subject to the terms and conditions specified in the promotional offer.

- **Free Monogramming Offer**

Valid on full-price monogrammable J.Crew branded apparel and accessories purchased in J.Crew Stores, at jcrew.com, or by phone order. Offer cannot be redeemed for cash. Personalized items cannot be exchanged or returned. Valid in the U.S. only. Terms of offer are subject to change.

- **Other Benefits**

Members may receive early or exclusive access to sales, offers, and products, and certain tiers may be eligible for invitations to special events.

REDEEMING POINTS

Points will accumulate toward rewards, the means by which will be described in these Terms and Conditions and/or related promotional offers. Earned Points are converted into promotional redemption rewards dollars ("Rewards") as follows: 200 points = \$5 in Rewards. Once 200 Points are earned, \$5 in Rewards will be issued and 200 Points will automatically be deducted from Member's account. Member may redeem their Rewards when purchasing items and/or services either (1) at a Store by giving the Company associate your Member account email address and requesting redemption; (2) online at a Website by selecting the Rewards box at checkout; or (3) via the Contact Center for phone orders. If Member elects to redeem their Rewards, the value of the Rewards will be deducted from the total price of the Member's purchase of items from a Store or a Website. The full value of the Rewards redeemed will be removed from your account even if the cart value is lower than the Rewards value. Points and Rewards will expire as set forth below.

Rewards are solely promotional and will not be paid out in cash or store credit. Company may, at any time and without notice, change the Points earning and redemptions procedures and offerings, including the conversion rate between Points and redemption dollars.

Rewards may only be redeemed once. In the event of a return of merchandise purchased using a reward, the reward will be forfeited.

Rewards may not be applied to the purchase of gift cards.

To the extent allowed by applicable law, we may cancel any accumulated Points if we become insolvent, unable to pay our debts when due, file an action under the U.S. Bankruptcy Code or have such an action filed against us.

EXPIRATION OF POINTS

Points that are not converted into Rewards will expire 365 days after issuance on a rolling basis. Points converted into Rewards (see "Redeeming Points" above) will be removed from member's Points balance.

EXPIRATION OF REWARDS

Rewards will expire ninety (90) days after issuance.

RIGHT TO REVOKE

Company reserves the right to revoke the membership of any Member in the Program and/or revoke any or all benefits the Member may be entitled to, if in the sole opinion of Company, a Member abuses any of the Program privileges, fraudulently uses the Program, fails to comply with these Terms and Conditions or otherwise earns benefits through deception, forgery and/or fraud. In the event that Company cancels your membership or terminates the Program for any reason, all Points, rewards or other benefits earned on your Member account will be forfeited.

OPT OUT

Your participation in the Program is voluntary and you may withdraw at any time by contacting us at help@jcrew.com or 1-800-562-0258. In the event that you opt-out of the Program, you will not be able to access your Points, Rewards or other benefits earned on your Member account.

NO TRANSFER

Program benefits or Member accounts may not be merged, transferred, purchased, sold, assigned, auctioned or traded, including by death or as part of a domestic relations matter. Doing so will void the Member account. Program Points, rewards and/or benefits have no cash value, are not exchangeable for cash and may not be used as payment of any outstanding obligation to Comenity Bank or its affiliates.

TAXES

Member is responsible and liable for any applicable federal, state or local income, sales, use or other taxes which may result from Member's participation in the Program.

GOVERNING LAW

These Terms and Conditions, the relationship between you and the Company, and Company's Program, shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions.

MANDATORY ARBITRATION OF ALL DISPUTES; NO CLASS ACTIONS

ANY DISPUTE RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR COMPANY'S PROGRAM, INCLUDING CLAIMS BASED ON STATE OR FEDERAL STATUTES, SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN NEW YORK, NEW YORK. SUCH PROCEEDINGS SHALL BE CONDUCTED UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. AS LIMITED BY THE FAA, THESE TERMS AND THE AMERICAN ARBITRATION RULES, THE ARBITRATOR WILL HAVE EXCLUSIVE AUTHORITY TO MAKE ALL PROCEDURAL AND SUBSTANTIVE DECISIONS REGARDING ANY DISPUTE AND TO GRANT ANY REMEDY THAT WOULD OTHERWISE BE AVAILABLE IN COURT, INCLUDING THE POWER TO DETERMINE THE QUESTION OF ARBITRABILITY. THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. UNDER THIS AGREEMENT, COMPANY AND MEMBER UNDERSTAND AND AGREE THAT THEY ARE GIVING UP THEIR RIGHT TO A COURT OR JURY TRIAL. COMPANY AND MEMBER FURTHER AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THIS PROVISION SHALL NOT APPLY IF EITHER YOU OR COMPANY HAS IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS HELD BY THE OTHER, IN WHICH CASE EITHER MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. MEMBER CONSENTS TO EXCLUSIVE JURISDICTION AND VENUE IN THESE COURTS.

LIMITATION ON DAMAGES; OTHER LIMITATIONS

To the fullest extent permissible under applicable law, Company is not responsible or liable for any direct, indirect, incidental, consequential or any other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way, directly or indirectly, to Members' participation in the Program. This applies even if foreseeable or even if Company has been advised of the possibility of such damages. In New Jersey, this limitation applies only to claims based on breach of warranty.

Company is not responsible for (a) any loss or misdirection of, or delay in receiving, any application, redemption requests, Points, Rewards, or Member benefits; (b) theft or unauthorized redemption of Points, Rewards, Member benefits or use of Points, Rewards, or Member benefits; (c) any acts or omissions of third parties; or (d) any errors made or published in relation to the Program, including, without limitation, any pricing or typographical errors, errors of description, and errors in the adding, subtracting, crediting, and/or debiting of Points or Rewards to/from Member accounts. Company reserves the right to correct (with or without notice) any such errors.

Unless otherwise required by law or Comenity agreements with you, neither Comenity Bank, nor any of Comenity's or its affiliates, officers, directors, employees, service providers, or agents will be liable to you, or anyone making a claim on your behalf, in connection with (a) any termination of, change in, or suspension of the Program; (b) any claim relating to products purchased using any reward obtained through the Program; (c) any loss, damage, expense or inconvenience caused by any occurrence outside of Comenity's control; or (d) any taxes that you incur as a result of receiving or redeeming Points.

NO WARRANTIES

Comenity Bank does not: (a) endorse rewards or products or services purchased from Company using rewards; (b) make any express or implied warranty regarding rewards or products or services purchased from Company; (c) guarantee the performance of rewards or products or services purchased from Company; or (d) offer, operate or control rewards offered through this Program.

INTELLECTUAL PROPERTY

All Program design, text, graphics, logos, images, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "Company Intellectual Property") are owned by Company and may be registered in the United States and internationally.

QUESTIONS

For all questions about the Program or your Member account, please contact us at 1-800-562-0258 or contactus@jcrew.com.